

**1**    (*Counsel listed on next page*)

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7 SANTEYA DANYELL WILLIAMS, MARY  
8 RUTH SCOTT, KAREN LATREECE  
9 COLEMAN, PRISCILLA BUNTON, and  
themselves and all others similarly situated,

## **10 Plaintiffs**

V.

## **II CITY OF ANTIOCH**

**Defendant**

No. C-08-2301 SBA (JSC)

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT**

Date: March 8, 2012

Time: 9:00 a.m.

## Courtroom: The Hon. Jacqueline Scott Corley

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NO.: C-08-2301 SBA

**[PROPOSED] ORDER RE FINAL APPROVAL OF SETTLEMENT**

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24 Attorneys for Plaintiffs and Certified Class  
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2       The parties have made an application for final approval of the Settlement Agreement  
3 which this Court preliminarily approved on January 6, 2012. The Court has read and carefully  
4 considered the Agreement and the exhibits appended thereto (attached hereto as Exhibit 1), as  
5 well as the briefs and arguments of counsel.  
6

7 **IT IS THEREFORE ORDERED THAT:**

8       1.       This Court has jurisdiction over the subject matter of this action and all matters  
9 relating thereto, and over all parties to this action.

10       2.       The Notice given to class members pursuant to this Court's Order Granting  
11 Preliminary Approval constituted the best notice practicable under the circumstances, was  
12 accomplished in all material respects, and fully met the requirements of Fed. R. Civ. P. 23(e) and  
13 due process.  
14

15       3.       Pursuant to Fed. R. Civ. P. 23(e), this Court grants final approval to the  
16 Settlement Agreement and the settlement set forth therein, and orders the parties to implement,  
17 and comply with, its terms. The Court finds that the Settlement is fair, reasonable, and adequate  
18 in all respects. The Court specifically finds that settlement is rationally related to the strength of  
19 plaintiffs' claims given the risk, expense, complexity, and duration of further litigation. This  
20 Court also finds that the Settlement Agreement is the result of arms'-length negotiation between  
21 experienced counsel representing the interests of the class and defendants, after thorough factual  
22 and legal investigation. There was no finding of intentional discrimination in this lawsuit.

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24       4.       This action is hereby dismissed with prejudice, each party to bear its own  
25 attorneys' fees and costs, except as provided by the Agreement and the Court's orders.  
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5. The Court retains jurisdiction to enforce this Agreement for three years following the entry of this Final Approval Order. Pursuant to Rule 53, the undersigned Magistrate Judge will consider claims of violations of the Agreement.

## **IT IS SO ORDERED**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2012.

Hon. Jacqueline Scott Corley  
United States District Court, Northern District of California

# Exhibit 1

## **SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made by and between SANTEYA DANYELL WILLIAMS; MARY RUTH SCOTT; KAREN LATREECE COLEMAN; PRISCILLA BUNTON, and ALYCE DENISE PAYNE ("NAMED PLAINTIFFS") and others similarly situated as to injunctive relief and statutory damages pursuant to the Class Certification Order dated September 2, 2010 ("Settlement Class") (collectively "PLAINTIFFS") and the CITY OF ANTIOCH ("ANTIOCH") (collectively "PARTIES").

### **RECITALS**

A. PLAINTIFFS filed this class action lawsuit against ANTIOCH in the United States District Court for the Northern District of California, Case No. C08-2301 SBA, alleging among other claims, intentional discrimination based on race and Section 8 status, and unintentional discrimination based on a disparate statistical impact of ANTIOCH'S Community Policing policies on African-American Section 8 subsidy recipients. PLAINTIFFS sought damages, injunctive relief, and attorneys' fees for the matters alleged in the complaint on behalf of themselves and similarly situated persons (the "Civil Action").

B. ANTIOCH denied the allegations of the Civil Action and disputed that any relief was justified maintaining that the Antioch Police Department, including the Community Action Team, was focused on responding to complaints regarding nuisance, criminal and drug activity. There was no finding of intentional discrimination against any individual ANTIOCH police officer or the Antioch Police Department in the course of the Civil Action.

C. On September 2, 2010, the Court certified, for claims of injunctive relief only, a class defined as all African-Americans who have held, currently hold, or may hold Section 8

**SETTLEMENT AGREEMENT SUBJECT TO COURT APPROVAL**  
**WILLIAMS V. CITY OF ANTIOCH, ET AL. C08-2301 SBA**

housing vouchers, and all members of their households, who reside, have resided or will reside, in the City of Antioch. These injunctive relief class members are PARTIES in addition to the PLAINTIFFS and ANTIOCH. The Court also granted ANTIOCH's motion for judgment on the pleadings denying the injunctive relief class members from seeking statutory damages in the Civil Action.

D. The PARTIES have conducted sufficient discovery to allow them to fully evaluate their legal positions. PLAINTIFFS have reviewed voluminous documents and taken depositions of numerous City and police officials.

E. The PARTIES wish to resolve the Civil Action.

F. The PARTIES voluntarily and freely enter this Agreement for that purpose.

In consideration of the terms set forth below, the PARTIES, intending to be legally bound, enter into this Agreement and agree to execute this document as a full and complete release of PLAINTIFFS' claims, providing the following terms and conditions are complied with:

**AGREEMENT**

1. **Consideration.** In consideration of the promises contained herein, ANTIOCH agrees as follows:

**1a.** NAMED PLAINTIFFS will be paid the total amount of \$180,000.00 (ONE HUNDRED AND EIGHTY THOUSAND DOLLARS) within 30 days after dismissal of the Civil Action. This sum shall be divided equally among the five NAMED PLAINTIFFS.

**1b.** ANTIOCH agrees that it will not publicly identify African American Section 8 recipients except as allowed for in paragraph 1c. herein.

**1c.** ANTIOCH's Police Department agrees to send copies of any communications it sends to the Housing Authority of Contra Costa County ("HACCC") regarding complaints about identified Section 8 recipients, within 30 days of transmission to HACCC, to the Impact Fund for three years after the date of the Final Approval Order.

**1d.** From the date of this Agreement, ANTIOCH agrees not to retaliate against NAMED PLAINTIFFS or family members residing in the NAMED PLAINTIFFS' Section 8 household at the time of the alleged retaliation, if HACCC has been notified of the family member or, if approval is required, if HACCC has approved the family member prior to the alleged retaliation.

**1e.** ANTIOCH agrees not to focus on African American Section 8 recipients on either the basis of their race or Section 8 status in its Policing efforts, except when race is used as a suspect specific identifier.

2. **Definition of Settlement Class.** For purposes of this Agreement, the SETTLEMENT CLASS is defined in the same way as the class certified for litigation by the Court on September 2, 2010. That definition is:

all African-Americans who have held, currently hold, or may hold Section 8 housing vouchers, and all members of their households, who reside, have resided or will reside, in the City of Antioch.

3. **Consideration of Attorneys' Fees And Costs.** Except as provided in paragraph 11 below, each of the PARTIES will bear their own attorneys' fees and costs.

4. **Dismissal and Continuing Jurisdiction.** PLAINTIFFS will dismiss this Civil Action with prejudice within 30 days of the Final Approval Order. The Court will retain jurisdiction to enforce this Agreement for three years following the Final Approval Order. Magistrate Judge Corley will be appointed under FRCP 53 to act as a Magistrate Judge to consider claims of violations of the Agreement.

5. **No Admission of Liability.** The PARTIES acknowledge and agree that this Agreement and compliance with this Agreement shall not constitute or be construed as an admission of liability or fault by ANTIOCH or any of ANTIOCH'S employees. The PARTIES further acknowledge that ANTIOCH disputes PLAINTIFFS' allegations and that this Agreement is made by ANTIOCH to avoid the cost of litigation.

6. **No Pending Litigation.** PLAINTIFFS represent that, other than the Civil Action, they do not presently have on file any complaints, grievances, charges or claims against ANTIOCH or any other employee of the CITY OF ANTIOCH.

7. **Release By Named Plaintiffs;** In return and in consideration of the promises contained herein, NAMED PLAINTIFFS release, and absolutely and forever discharge ANTIOCH and its predecessors, successors, assigns, and each past or present official, employee, agent, representative, officer, and any other person or firm who, previously or hereinafter, is affiliated in any manner with any of the above ("RELEASEES"), from any and all claims, demands, causes of action, obligations, liens, expenses, costs, damages, attorneys' fees, claims for injunctive and declaratory relief and liabilities which NAMED PLAINTIFFS ever had, now have, or may hereinafter have, against any of them by reason of any act, cause, matter or event whatsoever to the date of this Agreement, whether known or unknown, arising directly or indirectly out of or in any way connected with, or based upon, or in any way related to, the

subject matter of the Civil Action. NAMED PLAINTIFFS agree to defend, indemnify and hold harmless RELEASEES against any and all lien claims against NAMED PLAINTIFFS by health care providers, hospitals, clinics, EMS first responders, health maintenance organizations, workers compensation carriers, or agents/entities retained on their behalf to recoup medical costs, respecting any services, payments, benefits, compensation or indemnification of any kind related in any way to injuries suffered or incurred by NAMED PLAINTIFFS arising directly or indirectly out of or in any way connected with, or based upon or in any way related to, the subject matter of the Civil Action.

**8. Release by Settlement Class Members.**

- a. The members of the SETTLEMENT CLASS release all claims for classwide injunctive and declaratory relief that the members of the SETTLEMENT CLASS may have against ANTIOCH arising from the Civil Action.
- b. The members of the SETTLEMENT CLASS who are not NAMED PLAINTIFFS do not release any claims for individual monetary relief, including, civil penalties, compensatory or punitive damages that were or may have been asserted in this case.

**9. Notice to Class.** In compliance with Federal Rule of Civil Procedure 23, the PARTIES agree to the following notice plan:

- a. Updated Class List: The PLAINTIFFS will request and obtain an updated list of Section 8 recipients living in Antioch from the Housing Authority of Contra Costa County no less than 30 days prior to submission of the Agreement for preliminary approval. The PLAINTIFFS will combine this list with any other data sources that they currently have in their possession to create the most complete class member list possible.

b. Notice - Class Notice shall be provided to the Class List in a form approved by the Court. The Parties' proposed Notice is attached hereto as Exhibit A. The Notice provides class members with a description of the injunctive terms of the Agreement, the right to object to the Agreement at the Final Approval and Fairness Hearing, the request for attorneys' fees, and the settlement amounts for the NAMED PLAINTIFFS.

c. Notice Plan -

1. Class Notice will be distributed and posted in the manner set forth below not later than 14 days after entry of the Court's Preliminary Approval Order.
2. Class Notice will be posted in the public area at City Hall in a location where public or community notices are usually posted.
3. Class Notice will be posted on the web site for the City of Antioch.
4. Class Notice will be posted in the offices of the Housing Authority of Contra Costa County and the Contra Costa Department of Social Services subject to the consent of the agencies' respective directors, which shall be obtained by PLAINTIFFS.
5. This Settlement Agreement and Class Notice will be posted on the websites for the Impact Fund and the ACLU.
6. Class Notice will be mailed to the last known address of each class member on the Updated Class List.
7. Notice mailed to a Section 8 voucher holder shall be considered notice for all members of his or her household.

- d. Costs of Notice - ANTIOCH shall pay the costs of Class Notice up to Two Thousand Dollars (\$2000).

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**10. Settlement Fairness Process.**

- a. **Preliminary Approval** - The parties will submit this Agreement to the Court and request preliminary approval of its terms and approval of the Notice Plan. The parties will request that the Court enter a Preliminary Approval Order, substantially in the form of Exhibit B.
- b. **Class Notice** - Class Notice will be distributed and posted in the manner set forth in this Agreement not later than 14 days after entry of the Court's Preliminary Approval Order.
- c. **Class Member Objections** - Any SETTLEMENT CLASS member who wishes to object to this Agreement or otherwise be heard concerning this settlement shall timely inform Class Counsel, Counsel for ANTIOCH and the Court in writing of his or her intent to object and/or appear at the Final Approval and Fairness Hearing by following the procedures set forth in the Class Notice. The deadline for objections shall be set by the Court.
- d. **Final Approval and Fairness Hearing** – The Court shall hold the Final Approval and Fairness Hearing on the date established in the Notice. The PARTIES shall request that, if the Court approves the Agreement at the Final Approval and Fairness hearing, it enter the Final Approval Order in the form proposed as Exhibit C and the Final Judgment in the form proposed as Exhibit D.

**11. Attorneys' Fees and Costs.** – The total amount of \$180,000.00 (ONE HUNDRED AND EIGHTY THOUSAND DOLLARS) shall be payable to the NAMED PLAINTIFFS' attorneys of record, as full consideration for any and all attorney's fees and costs

incurred in this matter, within 30 days after dismissal of the Civil Action. Payment to be made per instructions by counsel for The Impact Fund.

12. **Defense.** This Agreement may be pled as a full and complete defense to any subsequent action or other proceeding involving any person or party, which arises out of, relates to, or has anything to do with, the rights and claims waived, released and discharged by this Agreement. This provision expressly excludes any claim for civil penalties or other damage claims brought by or on behalf of any class member other than the NAMED PLAINTIFFS.

13. **No Assignment By PLAINTIFFS.** NAMED PLAINTIFFS represent and warrant that they have not heretofore assigned or transferred or purported to assign or transfer, to any person or entity, a claim, debt, liability demand, obligation, cost, attorneys' fees, expense, action or cause of action herein released. NAMED PLAINTIFFS further agree to indemnify, hold harmless, and defend RELEASEES from any and all claims, debts, liens, liabilities, or demands, obligations, attorneys' fees, costs, expenses, action or cause of action which are in any way based on, arising out of, or in connection with any such transfer or assignment, including all actual attorneys' fees and costs in connection therewith.

14. **Binding Effect.** This Agreement shall be binding upon and for the benefit of the PARTIES hereto and their respective heirs, successors, predecessors, devisees, administrators, executors, affiliates, representatives, assigns, and their respective agents and employees, partners, members and representatives, wherever the context requires or admits, both jointly and individually.

15. **Advice Of Counsel.** The PARTIES, and each of them, acknowledge that they have been competently represented by counsel of their own choosing in the negotiations for, and the preparing of this Agreement, that they have read the Agreement or had it read to them by

their counsel, that they are fully aware of its contents and of its legal effect, and that each party enters into this Agreement freely, without coercion, based on the PARTIES' own judgment and not in reliance upon any representations or promises made by the other party. The PARTIES, and each of them, expressly waive any and all claims, charges, complaints, actions and causes of action against any other party arising out of or in any way associated with the negotiation, preparation, or execution of this Agreement.

16. **Complete and Final Agreement.** Subject to the approval of the Court of this Agreement, this Agreement contains all of the agreement, conditions, promises and covenants between the PARTIES and supersedes all prior or contemporaneous agreements, representations or understandings with respect to the subject matter of the present agreement.

17. **Assumption of Risk.** The PARTIES, and each of them, hereby expressly assume the risk of any mistake of fact or law, or both, or that the true facts or laws might be other or different from facts and laws now known or believed to exist. Each party to this Agreement acknowledges that it has made such investigation of the facts pertaining to this Agreement as each deems necessary, and in entering into this Agreement, each party assumes the risk of mistake with respect to such facts.

18. **Voluntary Agreement.** The PARTIES agree that this Agreement constitutes the entire agreement between the PARTIES and it is expressly understood and agreed that the Agreement has been freely and voluntarily entered into by the PARTIES with the advice of counsel, who have explained the legal effect of this Agreement. The PARTIES further acknowledge that no warranties or representations or inducements not contained in this Agreement have been made on any subject in connection with this Agreement, and that they have not been induced to execute this Agreement by reason of nondisclosure or suppression of

any fact. Except as directed or ordered by the Court, this Agreement may not be altered, modified or otherwise changed in any respect except by writing, duly executed by all of the PARTIES or their authorized representatives.

19. **Governing Law.** The terms, conditions and covenants of this Agreement shall be interpreted under the laws of the State of California.

20. **Waiver of California Civil Code Section 1542.** The PARTIES in this Agreement intend this Agreement to be a full and general release as to the subject matter described above, and they hereby mutually waive all claims or benefits that they now have, or in the future may have under the provisions of section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The PARTIES to this Agreement, having been apprised of the statutory language of Civil Code Section 1542 by their attorneys, and each fully understanding the same, nevertheless elect to waive the benefits of any and all rights any of them may have pursuant to the provisions of Civil Code Section 1542. The PARTIES to this Agreement understand that if the facts with respect to which this Agreement is executed are found hereinafter to be different from the facts now believed by any of them to be true, that this Agreement shall be effective notwithstanding such material difference. This waiver does not apply to nor affect the rights of SETTLEMENT CLASS Members.

21. **Neutral Interpretation.** PLAINTIFFS, their counsel, and ANTIOCH, and its counsel, have cooperated in the preparation of this Agreement, and this Agreement therefore shall not be construed against any party.

**SETTLEMENT AGREEMENT SUBJECT TO COURT APPROVAL  
WILLIAMS V. CITY OF ANTIOCH, ET AL. C08-2301 SBA**

22. **Warranty Of Authority.** Each of the undersigned individuals represents and warrants to each of the other PARTIES and such other PARTIES' attorneys that (a) he, she or it has full right, power and authority to bind the party on behalf of which he, she or it is executing this Agreement in a representative capacity, to all of the terms of this Agreement, and that (b) no consent of any other person is required by any party to this Agreement as a condition to such party being bound by this Agreement (or that such consent has been obtained). Authority to bind the Settlement Class is expressly conditioned on approval of the Court as required by Federal Rule of Civil Procedure 23(e).

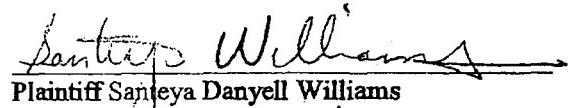
23. **Counterparts.** This Agreement may be signed in counterparts and shall be binding and effective immediately upon the execution by all PARTIES of one or more counterparts.

24. **Enforceability.** The provisions of this Agreement are contractual in nature and not merely recitals, and shall be considered independent and severable, and if any such provision or any part thereof shall at any time be held invalid, in whole or in part, under any federal, state, county, municipal or other law, ruling or regulation, then such provision or part thereof shall remain in force and effect to the extent permitted by law, the remaining provisions of this Agreement shall also remain in full force and effect, and enforceable.

I HAVE READ THE ENTIRE CONTENTS OF THIS AGREEMENT BEFORE SIGNING IT  
AND HAVE BEEN PROVIDED WITH A COPY FOR MY RECORDS.

**PLAINTIFFS**

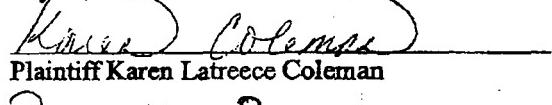
DATED: 10-25-, 2011

  
Plaintiff Sanyela Danyell Williams

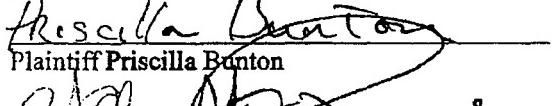
DATED: 10-25, 2011

  
Plaintiff Mary Ruth Scott

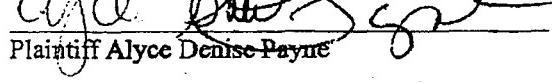
DATED: 10-25-, 2011

  
Plaintiff Karen Latreece Coleman

DATED: 10-25, 2011

  
Plaintiff Priscilla Banton

DATED: 10-25-2011, 2011

  
Plaintiff Alyce Denise Payne

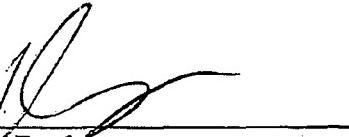
**DEFENDANT**

DATED: 11/17, 2011

  
Defendant City of Antioch

**APPROVED AS TO FORM:**

DATED: 10/28, 2011

  
The Impact Fund  
Brad Seligman, Esq.  
Attorneys for Plaintiffs and the Certified Class

DATED: 11/17, 2011

  
McNamara, Ney, Beatty, Slattery, Borges &  
Ambacher LLP  
James V. Fitzgerald, III  
Attorneys for Defendant

**SETTLEMENT AGREEMENT SUBJECT TO COURT APPROVAL**  
**WILLIAMS V. CITY OF ANTIOCH, ET AL. C08-2301 SBA**

**1**   *(Counsel listed on next page)*

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

6

7 SANTEYA DANYELL WILLIAMS, MARY  
RUTH SCOTT, KAREN LATREECE  
8 COLEMAN, PRISCILLA BUNTON, and  
ALYCE DENISE PAYNE, on behalf of  
9 themselves and all others similarly situated,

No. C-08-2301 SBA

## [PROPOSED] JUDGMENT

10 Plaintiffs,

V.

## CITY OF ANTIOCH,

**Defendant.**

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NO.: C-08-2301 SBA

**[PROPOSED] JUDGMENT**

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 24 Attorneys for Plaintiffs and Certified Class  
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WHEREAS, on \_\_\_\_\_, 2011, this Court granted preliminary approval of a  
settlement of this action, embodied in the Settlement Agreement, attached as Exhibit 1 to this  
Order; and WHEREAS, on \_\_\_\_\_, 2011 Order Granting Preliminary Approval of Settlement;

WHEREAS, on \_\_\_\_\_, 2011, the Court granted final approval of the settlement, finding that the settlement is fair, reasonable and adequate within the meaning of Fed. R. Civ. P. 23(e) and applicable law;

WHEREAS, the Court has found that the notice sent to the Class Members fairly and adequately informed the Class of the terms of the settlement, was consistent with Fed. R. Civ. P. 23(e) and due process, and was given in the manner prescribed by the Settlement Agreement and the Court's order preliminarily approving the settlement:

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED THAT:**

1. In accordance with the Settlement Agreement, attached as Exhibit 1 to the  
\_\_\_\_\_, 2011, Order Granting Preliminary Approval of Settlement, this Court hereby enters  
final judgment in this action, and dismisses this action with prejudice.

2. The Court retains jurisdiction to enforce the settlement for three years following the entry of the Final Approval Order. The Court appoints Magistrate Judge Corley under Fed. R. Civ. P. 53 to act as a Magistrate Judge to consider claims of violations of the Agreement.

## IT IS SO ORDERED

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Hon. Sandra Brown Armstrong  
United States District Court, Northern District of California

**1**   *(Counsel listed on next page)*

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

7 SANTEYA DANYELL WILLIAMS, MARY  
RUTH SCOTT, KAREN LATREECE  
8 COLEMAN, PRISCILLA BUNTON, and  
ALYCE DENISE PAYNE, on behalf of  
9 themselves and all others similarly situated,

10 Plaintiffs,  
11 v.  
12 CITY OF ANTIOCH,  
13 Defendant

No. C-08-2301 SBA

**[PROPOSED] ORDER RE JOINT  
NOTICE OF MOTION AND MOTION  
FOR ORDER:**

- (1) GRANTING PRELIMINARY APPROVAL OF SETTLEMENT;**
  - (2) APPROVING CLASS NOTICE AND RELATED MATERIALS; AND**
  - (3) SCHEDULING FAIRNESS AND FINAL APPROVAL HEARING**

Date: \_\_\_\_\_, 2011

Time: \_\_\_\_\_ .m.

Courtroom: The Hon. Sandra Brown  
Armstrong

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 Telephone: 415.591.6000  
 23 Facsimile: 415.591.6091  
 24 Attorneys for Plaintiffs and Certified Class  
 25  
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2       The parties have conditionally agreed to a proposed settlement. It appears to the Court  
 3       that the proposed Settlement Agreement is the result of arm's length negotiations between the  
 4       parties with the assistance of a third-party neutral mediator. After reviewing the terms of the  
 5       proposed settlement in the context of the record in this action and the controlling legal authority,  
 6       the Court finds that the proposed Settlement Agreement is sufficiently fair, reasonable, adequate,  
 7       and consistent with relevant state and federal law, to warrant notice thereof to Class members  
 8       and a full hearing thereon.

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**IT IS THEREFORE ORDERED THAT:**

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1.       The Settlement Agreement attached hereto as Exhibit A hereto is hereby  
 14       preliminarily approved. Final approval and entry of the Settlement Agreement is subject to the  
 15       hearing of any objections to the Settlement.

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2.       Pending the determination of the fairness of the Settlement Agreement, all further  
 litigation of the case is stayed.

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3.       The Notice of Settlement attached hereto as Exhibit B is approved and shall be  
 20       distributed to the class in accordance with the notice plan as set forth in Section 9 of the  
 21       Settlement Agreement, entitled "Notice to Class." All written objections must be received by  
 22       class counsel no later than ten days before the fairness hearing, and filed with the court by class  
 23       counsel no later than seven days before the fairness hearing.

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4.       A Fairness Hearing for Final Approval of the Settlement shall be set for  
 26       \_\_\_\_\_ 2011 at \_\_\_\_\_.m. in this Courtroom. Not less than seven (7) days prior to the Final  
 27       Approval Hearing, Class Counsel will submit their Request For Final Approval of the

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1 Settlement.

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3 **IT IS SO ORDERED**

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6 Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.

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9 Hon. Sandra Brown Armstrong  
10 United States District Court, Northern District of California

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**1**    (*Counsel listed on next page*)

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

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7 SANTEYA DANYELL WILLIAMS, MARY  
RUTH SCOTT, KAREN LATREECE  
8 COLEMAN, PRISCILLA BUNTON, and  
ALYCE DENISE PAYNE, on behalf of  
9 themselves and all others similarly situated,

10 Plaintiffs,

V.

## CITY OF ANTIOCH,

**Defendant.**

No. C-08-2301 SBA

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF SETTLEMENT**

Date: \_\_\_\_\_, 2011

Time: \_\_\_\_\_ .m.

Courtroom: The Hon. Sandra Brown  
Armstrong

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NO : C-08-2301-SRA

1 Impact Fund  
 2 BRAD SELIGMAN (SBN 083838)  
 bseligman@impactfund.org  
 3 JOCELYN D. LARKIN (SBN 110817)  
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 4 Berkeley, CA 94710  
 Telephone: 510.845.3473  
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 6 Bingham McCutchen LLP  
 FRANK B. KENNAMER (SBN 157844)  
 7 Three Embarcadero Center  
 San Francisco, CA 94111  
 8 Telephone: 415.393.2000  
 Facsimile: 415.393.2286  
 9  
 10 Lawyers' Committee For Civil Rights  
 of the San Francisco Bay Area  
 11 OREN M. SELLSTROM (SBN 161074)  
 131 Steuart Street, Suite 400  
 12 San Francisco, CA 94105  
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 13  
 14 American Civil Liberties Union  
 Foundation of Northern California  
 ALAN L. SCHLOSSER (SBN 49957)  
 15 39 Drumm Street  
 San Francisco, CA 94111  
 16 Telephone: 415.621.2493  
 17 Public Advocates, Inc.  
 RICHARD A. MARCANTONIO (SBN 139619)  
 18 131 Steuart Street, Suite 300  
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 19 Telephone: 415.431.7430  
 20 Covington & Burling LLP  
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 23 Facsimile: 415.591.6091  
 24 Attorneys for Plaintiffs and Certified Class  
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The parties have made an unopposed application for final approval of the Settlement Agreement which this Court preliminarily approved on \_\_\_\_\_, 2011. The Court has read and carefully considered the Agreement and the exhibits appended thereto (attached hereto as Exhibit 1), as well as the briefs and arguments of counsel.

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**IT IS THEREFORE ORDERED THAT:**

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1. This Court has jurisdiction over the subject matter of this action and all matters relating thereto, and over all parties to this action.

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2. The Notice given to class members pursuant to this Court's Order Granting Preliminary Approval constituted the best notice practicable under the circumstances, was accomplished in all material respects, and fully met the requirements of Fed. R. Civ. P. 23(e) and due process.

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3. Pursuant to Fed. R. Civ. P. 23(e), this Court grants final approval to the Settlement Agreement and the settlement set forth therein, and orders the parties to implement, and comply with, its terms. The Court finds that the Settlement is fair, reasonable, and adequate in all respects. The Court specifically finds that settlement is rationally related to the strength of plaintiffs' claims given the risk, expense, complexity, and duration of further litigation. This Court also finds that the Settlement Agreement is the result of arms'-length negotiation between experienced counsel representing the interests of the class and defendants, after thorough factual and legal investigation. There was no finding of intentional discrimination in this lawsuit.

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4. This action is hereby dismissed with prejudice, each party to bear its own attorneys' fees and costs, except as provided by the Agreement and the Court's orders.

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1       5.     The Court retains jurisdiction to enforce this Agreement for three years following  
2 the entry of this Final Approval Order. The Court appoints Magistrate Judge Corley under Fed.  
3 R. Civ. P. 53 to act as a Magistrate Judge to consider claims of violations of the Agreement.  
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5           **IT IS SO ORDERED**  
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8     Dated this \_\_\_\_ day of \_\_\_\_\_, 2011.  
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Hon. Sandra Brown Armstrong  
United States District Court, Northern District of California

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9 | Attorneys for Plaintiffs and Certified Class  
10 | **[Additional Counsel Listed on Page 2]**

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Borges & Ambacher  
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JAMES V. FITZGERALD, III (SBN  
55632)  
1211 Newell Avenue, P.O. Box 5288  
Walnut Creek, CA 94596  
Telephone: 925.939.5530  
Facsimile: 925.939.0203

Attorneys for Defendant  
CITY OF ANTIOCH

11 |  
12 | UNITED STATES DISTRICT COURT  
13 | NORTHERN DISTRICT OF CALIFORNIA  
14 |  
15 |

16 | SANTEYA DANYELL WILLIAMS, MARY  
RUTH SCOTT, KAREN LATREECE  
COLEMAN, PRISCILLA BUNTON, and  
17 | ALYCE DENISE PAYNE, on behalf of  
themselves and all others similarly situated,  
18 |

19 | Plaintiffs,  
v.

20 | CITY OF ANTIOCH,

21 | Defendant.

22 | No. C-08-2301 SBA

23 | **NOTICE OF PROPOSED CLASS  
ACTION SETTLEMENT**

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NO. C-08-2301 SBA

## **IMPORTANT: PLEASE READ CAREFULLY**

**3 To: All African-Americans who have held or currently hold Section 8 housing vouchers in the City of Antioch:**

This Notice is being given by Order of the Court to individuals who may be members of  
a class of current and former African-American Section 8 households affected by the settlement  
of a class action lawsuit called Williams, et al. v. City of Antioch, et al., Case Number C08-2301  
SBA (U.S. District Court, Northern District of California).

9        The lawsuit claims that the City of Antioch and its Police Department discriminated  
10      against African-American Section 8 families based on their race and Section 8 status. The City of  
11      Antioch has denied all wrongdoing. There was no finding of intentional discrimination in this  
12      lawsuit.

13           The District Court has scheduled a hearing to consider the settlement on \_\_\_\_\_  
14  
15       at \_\_\_\_\_.m. in Courtroom \_\_\_, at the United States District Court, United States Courthouse, 450  
16       Golden Gate Avenue, San Francisco, California 94102.

17        This hearing is referred to as the settlement hearing or the fairness hearing. If the  
18        district court approves this settlement, all claims by class members against the City of Antioch  
19        for injunctive relief based on claims of discriminatory policing by the Antioch Police  
20        Department will be finally resolved in accordance with the terms of the settlement. However,  
21        the court's approval of this settlement will not affect the right of class members, other than the  
22        five named plaintiffs, to assert claims for damages against the City.

24 The purpose of this notice is to inform you of:

- 25           •     **The nature of the lawsuit, and who is a member of the class;**

26           •     **Your right to object to the settlement;**

27           •     **A description of the terms of the proposed settlement; and**

**• How to find out more information about the proposed settlement.**

## **THE LAWSUIT AND THE CLASS**

The lawsuit was filed as a class action in July 2008 by five African-American women participating in the Section 8 Housing Choice Voucher program. The lawsuit claims that the City of Antioch and its Police Department discriminated against African-American Section 8 families based on their race and Section 8 status. The plaintiffs sought damages, injunctive relief, and attorneys' fees.

On September 2, 2010, the Court ruled that the claims for injunctive relief could go forward on behalf of a class defined as “all African-Americans who have held, currently hold, or may hold Section 8 housing vouchers, and all members of their households, who reside, have resided or will reside, in the City of Antioch.” The Court also ruled, however, that the named plaintiffs could not seek damages on behalf of the other class members.

The Court’s order designated the following lawyers to serve as counsel to the class (“Class Counsel”) in this action:

Impact Fund  
BRAD SELIGMAN (SBN 083838)  
[bseligman@impactfund.org](mailto:bseligman@impactfund.org)  
JOCELYN D. LARKIN (SBN 110817)  
125 University Avenue, Suite 102  
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American Civil Liberties Union  
Foundation of Northern California  
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Lawyers' Committee For Civil Rights  
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 San Francisco, CA 94111  
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3

4 The Court's order appointed named plaintiffs Santeya Danyell Williams, Mary Ruth  
 5 Scott, Karen Latreece Coleman, Priscilla Bunton, and Alyce Denise Payne to serve as Class  
 6 Representatives.

7

**WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?**

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9 You do not need to do anything if you are satisfied with the settlement. If you are  
 10 dissatisfied with any terms of the proposed settlement described below, you may comment or  
 11 object to the settlement. If you wish to have your comments or objections considered at the  
 12 settlement fairness hearing, you must send your comments or objection in writing, on or before  
 13 \_\_\_\_\_ to Class Counsel and counsel for the City of Antioch at:

14

The Impact Fund	McNamara, Ney, Beatty, Slattery, Borges & Ambacher
	Attn. James V. Fitzgerald, III
125 University Ave., Suite 102 and	1211 Newell Avenue, P.O. Box 5288
Berkeley, California 94710	Walnut Creek, CA 94596

15

16 If you do not make your objections by that date, you will lose the right to object. Both  
 17 the envelope and your comments or objection should include the name of the case and the case  
 18 number. If you do so comment or object, you also have the right to appear personally or through  
 19 an attorney at the settlement hearing to present your comments or objection to the Court. Except  
 20 with special permission of the Court, you will not be permitted to object or comment at the  
 21 hearing if your comments or objection are not received in writing by \_\_\_\_\_.

22

23 If, after the fairness hearing, the Court rejects the settlement, it will be voided and  
 24 litigation of the case will continue. However, if that happens, there is no assurance: (a) that any  
 25 decision at trial would be in favor of class members; (b) that a favorable trial decision, if any,  
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1 would be as favorable to the class members as this settlement; or (c) that any such favorable trial  
 2 decision would be upheld if any appeal was filed.

3                   **DESCRIPTION OF THE PROPOSED SETTLEMENT**

- 4                   The Settlement Agreement provides, in summary, that:
- 5                   1. The City of Antioch will not publicly identify African American Section 8 recipients  
 6                   (except as allowed for in the next paragraph).
- 7                   2. APD will send copies of any communications it sends to the Housing Authority of  
 8                   Contra Costa County regarding complaints about identified Section 8 recipients to the  
 9                   Impact Fund for three years.
- 10                  3. The City of Antioch will not retaliate against the five named Plaintiffs or their family  
 11                  members approved to live in their household by the Housing Authority.
- 12                  4. The City of Antioch will not focus on African American Section 8 recipients on either  
 13                  the basis of their race or Section 8 status in its policing efforts, except when race is used  
 14                  specifically to identify a suspect.
- 15                  5. The Plaintiffs will dismiss this case within 30 days after the Court approves the  
 16                  settlement.
- 17                  6. The Court will retain jurisdiction to enforce this Agreement for three years.
- 18                  7. The City of Antioch will pay \$180,000.00, to be divided equally among the five named  
 19                  Plaintiffs.
- 20                  8. The City of Antioch will pay \$180,000.00 for costs and attorneys' fees of Plaintiffs'  
 21                  lawyers.
- 22                  9. Plaintiffs release and settle all of their claims against the City. Class members release  
 23                  class claims for injunctive relief but do not release any claims for damages.
- 24

## **HOW TO GET MORE INFORMATION ABOUT THE SETTLEMENT**

If you have questions about the proposed settlement agreement, or would like to obtain a copy of it, you may contact the lawyers who represent the class, at the address below:

The Impact Fund  
125 University Ave., suite 102  
Berkeley, California 94710

(510)845-3473, ext. 308

There will be no charge.

**Do not contact the district court or the judge.**

---

**Clerk of the Court**  
United States District Court- Northern District of California